

**General Indicator Corporation, REDCO Division  
and Bobby Rhines, Case 33-CA-5022**

March 29, 1982

**DECISION AND ORDER**

BY CHAIRMAN VAN DE WATER AND  
MEMBERS FANNING AND HUNTER

On September 9, 1981, Administrative Law Judge Thomas D. Johnston issued the attached Decision in this proceeding. Thereafter, Respondent filed exceptions and a supporting brief, and the General Counsel filed a brief in support of the Administrative Law Judge's Decision.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the record and the attached Decision in light of the exceptions and briefs and has decided to affirm the rulings, findings, and conclusions<sup>1</sup> of the Administrative Law Judge and to adopt his recommended Order.<sup>2</sup>

**ORDER**

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the recommended Order of the Administrative Law Judge and hereby orders that the Respondent, General Indicator Corporation, REDCO Division, Peoria, Illinois, its officers, agents, successors, and assigns, shall take the action set forth in the said recommended Order.

<sup>1</sup> In adopting the Administrative Law Judge's conclusion that the motivating reason for Rhines' discharge was his protected concerted activity, Chairman Van de Water emphasizes Respondent did not have or uniformly enforce a rule prohibiting employees from talking or entering into discussions on working time and that Respondent's termination letter stated that Rhines' "unsettling relations with other employees" prompted his termination. Despite Rhines' irritating conduct which was repugnant to both union members and Employer representatives, the Chairman concludes that Rhines' principal activity, seeking to displace the current union steward, falls within the purview of protected union activity.

<sup>2</sup> In accordance with his dissent in *Olympic Medical Corporation*, 250 NLRB 146 (1980), Member Jenkins would award interest on the backpay due based on the formula set forth therein.

**DECISION**

**STATEMENT OF THE CASE**

THOMAS D. JOHNSTON, Administrative Law Judge: This case was heard at Peoria, Illinois, on May 27, 1981, pursuant to a charge filed on September 3, 1980,<sup>1</sup> by Bobby Rhines, an individual, and a complaint issued on October 10.

<sup>1</sup> All dates referred to are in 1980 unless otherwise stated.

The complaint alleges General Indicator Corporation, REDCO Division (herein referred to as Respondent) violated Section 8(a)(1) and (3) of the National Labor Relations Act, as amended (herein referred to as the Act), by unlawfully terminating and thereafter failing and refusing to reinstate Bobby Rhines because he engaged in union or protected concerted activities<sup>2</sup> and in order to discourage its employees from engaging in protected union and concerted activity.

Respondent in its answer served on October 15 denies having violated the Act and stated it was unaware of any "union or protected concerted activities" engaged in by Rhines.

The issue involved is whether Respondent violated Section 8(a)(1) and (3) of the Act by discriminatorily discharging and refusing to reinstate Rhines because of his union or protected concerted activities.

Upon the entire record<sup>3</sup> in this case and from my observations of the witnesses and after due consideration of the briefs filed by the General Counsel and the Respondent, I hereby make the following:<sup>4</sup>

**FINDINGS OF FACT**

**I. THE BUSINESS OF RESPONDENT**

Respondent, a Delaware corporation with an office and place of business located at Peoria, Illinois, is engaged in the business of manufacturing electrical switchgear and controls. During the 12-month period preceding October 10, a representative period, Respondent in the course of its operations sold and shipped finished products, valued in excess of \$50,000, from its Peoria plant to points located outside the State of Illinois and purchased goods and materials, valued in excess of \$50,000, which were delivered to its plant directly from States located outside the State of Illinois.

Respondent is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

**II. THE LABOR ORGANIZATION INVOLVED**

International Brotherhood of Electrical Workers, AFL-CIO, Local 34 (herein referred to as the Union), is a labor organization within the meaning of Section 2(5) of the Act.

**III. THE UNFAIR LABOR PRACTICES**

**A. Background**

Respondent operates a plant located at Peoria, Illinois, where it is engaged in the manufacture of electrical switchgear and controls. Included among its official and supervisory personnel are President David Fulton, Fore-

<sup>2</sup> The General Counsel in response to a motion for a bill of particulars defined the protected activities referred to included "Rhines, discussions with other employees, the effectiveness of Kenny Johnson as union steward and Rhines suggesting that Johnson be removed from his position as union steward."

<sup>3</sup> The motions of Respondent and the General Counsel to correct the transcript are hereby granted.

<sup>4</sup> Unless otherwise indicated the findings are based upon the pleadings, admissions, stipulations, and undisputed evidence contained in the record which I credit.

man Stan Jolliff,<sup>5</sup> Production Manager Vick Eller, and Controller Lee Hagemann.

Its production and maintenance employees are represented by the Union with which it has a collective-bargaining agreement covering them. This agreement also contains union-security provisions requiring employees to become members of the Union. Michael Miller and Don Leroy are business agents for the Union and Kenny Johnson, who is employed by Respondent, has been a union steward<sup>6</sup> at the plant since May 17, 1977.

Bobby Rhines was employed by Respondent for approximately 15 years until his discharge effective April 3. He worked as a senior wireman in the wiring department under the supervision of Foreman Jolliff at the time of his discharge.

Prior to being transferred to the wiring department in 1979 Rhines worked in the SP department during which he also served as leadman<sup>7</sup> until being relieved of that position in 1976.

According to President Fulton, Rhines' title as leadman was removed at the request of other employees and he was subsequently transferred as a result of his continuing to give instructions to other employees when he did not have the authority to do so, thereby creating dissension among them.

Kenny Johnson, who worked in the SP department while Rhines was leadman, testified he was instrumental in having Rhines removed from his position as leadman by drafting a petition listing complaints from other employees to have Rhines removed and giving it to former Production Manager Dale Vaughn.

Rhines acknowledged blaming Johnson for the loss of his leadman's position and stated the reasons given to him for his removal as leadman and his subsequent transfer were because other employees were complaining about him and his giving orders.

Foreman Jolliff testified Rhines<sup>8</sup> would not cooperate with or work with other employees in the shop and kept it in constant turmoil. According to him, other employees, including Jimmy Witt, Roy Harris, Jack Gulick, and Thomas Franz, had all asked him not to put Rhines on jobs with them and their complaint was Rhines wanted to do everything his own way rather than Respondent's way.

Neither Harris nor Witt testified. While Gulick acknowledged having informed Foreman Jolliff a couple of times he did not want to work with Rhines and had said lots of times he could not get along with Rhines, he stated most of the time he got along fairly well with Rhines. Franz described his working relationship with Rhines as one where they tolerated each other but denied complaining to anyone else about working with Rhines.

While Rhines admitted in connection with his removal as leadman and his transfer from the SP department being told that employees were complaining about him, he denied being aware of complaints that other employ-

ees did not want to work with him in the wiring department. He also denied having arguments with Jimmy Witt, Jack Gulick, Thomas Franz, or other employees but said he had debates with them.

Rhines was admittedly opposed to Johnson serving as union steward. He estimated during the 2-week period preceding his discharge he talked to about 25 of the approximately 43 employees in the shop about removing Johnson from his position as union steward because of his relationship to Foreman Jolliff.<sup>9</sup> Rhines also talked to Business Agent Miller on several occasions about it including April 3 when he talked to both Business Agent Miller and Business Agent Leroy while they were at the plant. Under cross-examination Rhines acknowledged that soon after Johnson took over as union steward, which was in 1977, he had talked to a lot of employees complaining about Johnson being steward and had commented to them Johnson should not be steward because he was related to Foreman Jolliff. According to him, his position that Johnson should not remain as union steward was common knowledge at the plant.

Several witnesses presented by Respondent, including Foreman Jolliff, Union Steward Johnson, and employees Dennis Seidel, Thomas Franz, Jack Gulick, Walter Carington, and Danny Gorham, all testified that for years Rhines had wanted Johnson removed from his position as union steward and this was common knowledge in the plant. Jolliff further stated Rhines always wanted to be union steward himself and several times over the last 10 years he had heard Rhines talk about becoming union steward.<sup>10</sup>

About March 13, Union Steward Johnson, Rhines, and Thomas Franz were working together on a job involving the wiring of panels and doors. Johnson was assigned to the job first and acted as coordinator.

Johnson, whose testimony was corroborated in part by Franz, testified without denial that upon suggesting to Rhines that Rhines start working on the doors Rhines made no response and later he observed Rhines doing other work instead.

Johnson complained to Foreman Jolliff who took both Johnson and Rhines to Production Manager Eller's office where the incident was discussed with Eller.<sup>11</sup>

This meeting ended with Foreman Jolliff informing both Johnson and Rhines that they had a job to do and instructed them to cooperate with each other and to get the job done.

No warning was given to Rhines on that occasion. On March 24, Union Steward Johnson and Rhines were also working on the same job. Johnson stated on that occasion Rhines had started tying the door to the subpan but stopped without finishing it. Upon his questioning Rhines about why he had not finished the job, Rhines first said he was not ready. However, later that day when he again questioned Rhines about it, Rhines cursed him and they got into an argument.

Rhines at the hearing did not specifically dispute Johnson's testimony about not finishing the job. Both Johnson

<sup>5</sup> Both Jolliff, who became a foreman in January 1980, and Fulton are supervisors under the Act.

<sup>6</sup> The stewards are selected by the business agent.

<sup>7</sup> The leadmen are included in the bargaining unit.

<sup>8</sup> Both Jolliff and Rhines admitted disliking each other.

<sup>9</sup> Johnson is the nephew of Foreman Jolliff.

<sup>10</sup> Rhines denied thinking he should have the job as union steward.

<sup>11</sup> Eller did not testify.

and Rhines stated they complained to Foreman Jolliff. According to Foreman Jolliff following complaints that day by Johnson that Rhines would not cooperate in performing work and after hearing both of them holler and swear at each other he again took them to Production Manager Eller.

Jolliff testified that during this meeting after they had viewed the job itself Eller informed Rhines it was plain that he was not trying to cooperate on the job. When Rhines and Johnson then began arguing among themselves Eller instructed Jolliff to place Rhines on a job strictly by himself so he would not have to work with or be around other people. Jolliff stated he himself told them other people had run up and down the stairs with Rhines over things like that but he wanted them to know this would be the final trip up there and he did not have time to run up and down those steps over his turmoil. Jolliff further stated Eller said they would have to take further steps.

Union Steward Johnson corroborated Jolliff's version of this incident.

Rhines acknowledged such statements were made at this meeting. While he further stated Jolliff told him he would get rid of him but Eller had informed Jolliff that he and Rhines may be up there a lot of times and Rhines would still have his job, I do not credit such comment which is inconsistent with the testimony of Foreman Jolliff and Union Steward Johnson which I credit. Apart from my observations of the witnesses in crediting Jolliff and Johnson rather than Rhines, his testimony was contradictory.

Rhines was not given a written warning concerning this incident.

Following the meeting in Production Manager Eller's office Foreman Jolliff removed Rhines from the job and assigned him to a job by himself and he continued working by himself until his discharge.

Donald Carpenter stated a few weeks before Rhines' discharge, Rhines, who was coming from Production Manager Eller's office, had remarked he had to watch what he was doing because somebody was after him trying to get his job or something. Rhines acknowledged talking to Carpenter but stated he could not recall their conversation.

#### *B. Rhines' Discharge*

Walter Carrington, whose testimony was corroborated by Donald Carpenter, testified shortly before lunch<sup>12</sup> on April 3 he was working at his machine in the sheet metal department<sup>13</sup> with his helper Donald Carpenter when Rhines came over and mentioned he wanted to get rid of Johnson as union steward. After asking Rhines if he could talk to him at lunchtime Rhines left. During the conversation Carpenter asked Rhines to leave the area.

Rhines admitted talking to both Carrington and Carpenter about Johnson that day on company time. Rhines also said he talked to employee Danny Gorham that same day and asked him if he thought Johnson should be the union steward.

During the lunch period that day Carrington stated he asked Johnson about what Rhines had said whereupon Johnson said he would look into the matter. Johnson acknowledged Carrington had informed him Rhines had been back in the sheet metal department talking about the relationship between Jolliff and himself and about trying to get him out as union steward and Carrington had said somebody ought to stop it.

Carrington further testified during the afternoon break that day<sup>14</sup> he also talked to Foreman Jolliff about his conversation with Rhines and when it occurred and told him to keep Rhines out of their department because he wanted to get rid of the union steward and he was bothering them. According to Carrington, Rhines was bothering them because of the union business and he could not understand why Rhines wanted to get rid of Johnson who had always helped them out with the Union. Jolliff's response was that he would look into it.

Foreman Jolliff acknowledged having the conversation with Carrington which he placed as occurring at lunchtime and stated Carrington asked him to keep Rhines out of their area and away from them because he was back there stirring up trouble and they could not get their work done.

Danny Gorham, who was present when Carrington talked to Foreman Jolliff, testified he then told Jolliff if they were going after Johnson he was going to take the whole shop out on a wildcat<sup>15</sup> because he believed Johnson had done a good job and believed the people in the shop would stand behind him. According to Gorham about 10:30 a.m. Carrington had come to him on company time<sup>16</sup> and wanted to know what Rhines was doing about wanting to get a different steward or getting up a petition or something.

Foreman Jolliff's version was Gorham mentioned to him if Rhines became the union steward Gorham was going to take most of the people and walk out of the place. He also acknowledged that after Gorham told him this he had an idea that this was the trouble Carrington had mentioned Rhines was stirring up.

Union Steward Johnson testified that after lunch that day while he was at his work station Danny Gorham came and told him he had heard the same thing Carrington had related to him. Other employees including Millie Stevens, Ron Peterson, and Dennis Seidel also reported to him that day they had heard the same thing about Rhines questioning his ability as union steward because of his relationship to Foreman Jolliff and because of Jolliff's influence.

That afternoon a meeting was held at the plant between representatives of the Union and Respondent concerning the pension plan. This meeting, held in Controller Hagemann's office, was attended by Hagemann, Union Business Agents Miller and Leroy, and Union Steward Johnson.

<sup>14</sup> The break period was from 1:45 p.m. to 2 p.m.

<sup>15</sup> Under sec. 15 of the collective-bargaining agreement employees were subject to discipline or discharge by Respondent for participating in unauthorized strikes.

<sup>16</sup> Gorham worked in wiring department 30.

<sup>12</sup> The lunch period was from 11:30 a.m. to 12 noon.

<sup>13</sup> Carrington worked in department 32.

Following this meeting Johnson stated he asked Hagemann if he could have a few minutes and requested that Foreman Jolliff also be brought in the office where the same persons who had attended the meeting on the pension plan were present. After Jolliff arrived at the office Johnson told them there was something he wanted both the Company and the Union to listen to whereupon he got Hagemann to bring both Gorham and Carrington into the office and told them to relate what they had told him.

Gorham testified he told them Carrington had come to him on company time wanting to know what it was all about and why people were coming to him; he also told them what he had told Jolliff and about Rhines going to Carrington on company time. Carrington did not testify concerning what he said at the meeting.

Jolliff stated upon reporting to Hagemann's office for the meeting Hagemann told him there was a problem and Rhines was supposed to be cranking up some trouble and stirring up the shop.

Johnson, who was not present when Carrington and Gorham talked to the others at the meeting, stated after they left he told Hagemann, Miller, and Leroy if the Company wanted his job or if the Union needed the steward's position that was fine but he had made up his mind. He said he had been reprimanded for Rhines and seen excuses made for him and been lied to about Rhines and everything else for 7 years but it stopped that day. When Miller asked whether he wanted them to take the steward's position away his response was he did not care what they did which was entirely in their own hands. However, he said he just wanted them all together to hear this and said the next time he heard talk of Rhines threatened him verbally or physically he would handle it; he told them they could have his job that day but said it ends now.

According to Johnson, Hagemann felt this was important enough for President Fulton to know so they all then went to President Fulton's office.

The meeting in President Fulton's office was attended by Union Business Agents Miller and Leroy, Foreman Jolliff, Controller Hagemann, and President Fulton. Union Steward Johnson also attended the first part of the meeting but left shortly after it started.

President Fulton's version of this meeting was that the group explained they had a problem with Rhines and mentioned his employment history and the March 13 and 24 incidents<sup>17</sup> and the warning given to him on the latter occasion. He was informed Rhines had left his work station that day and proceeded out of the work area to another part of the shop where he did not belong and was disrupting the efforts of Carpenter and Carrington, who went to supervision and complained Rhines was preventing them from performing their mission and work and that they were not interested in whatever Rhines wanted to talk about.<sup>18</sup> Fulton denied that any mention of

Rhines' comments was made at this meeting. Both Jolliff and Johnson also commented that the April 3 incident was the last straw. After Foreman Jolliff recommended Rhines' termination should be considered, Fulton then discussed it with Business Agents Miller and Leroy, who acknowledged something should be done and by either word or other means acknowledged discharge was appropriate. Fulton then went around the room and after finding the consensus of opinion was uniform he announced that he and Hagemann would draft Rhines' termination letter; this was subsequently done.

Fulton stated that Rhines was discharged as a result of a long history of creating dissension among the employees for whatever reason; disrupting the employees during working hours; being away from his work station; and creating an unhealthy environment in the work area. His decision was based upon the recommendations of Foreman Jolliff, Controller Hagemann, Union Business Agents Miller and Leroy, and Union Steward Johnson and those incidents relied upon included the March 13 and 24 and April 3 incidents as well as Rhines' prior history of not being able to get along with other employees.

Union Steward Johnson testified that at this meeting he began going over the things he brought out at the earlier meeting in Hagemann's office and told Fulton if the Company needed his job or the Union wanted that position it did not make a bit of difference to him because he had made up his mind; he mentioned he was not there to bargain for anyone's job and told them to evaluate their own positions.

Foreman Jolliff, who acknowledged he was involved in the decision to discharge Rhines, stated he informed Fulton he felt it was time something was done about Rhines because he kept the shop in constant turmoil, whereupon Fulton agreed.

The following day, April 4, when Rhines arrived at work Foreman Jolliff told him he would like to see him in the office. Upon going to the office where Controller Hagemann was also present, Jolliff told him due to what happened yesterday and in the past they had decided to terminate his job; he gave him his termination letter. Rhines stated when he questioned Jolliff about his termination Jolliff made no response and Hagemann told him to leave the building which he then did.

Rhines' termination letter dated April 3 and signed by Foreman Jolliff provided as follows:

I am sure you are aware of the concern for the unsettling relations with other employees resulting from your actions on numerous occasions. Your supervisor and representatives of the Union have brought these matters to your attention in the form of warnings, without result.

Since the unsettling effect has recently become very serious, it is my responsibility to inform you that your employment is being discontinued effective immediately.

Section 17.3A of the collective-bargaining agreement provides the following grounds for discharge: gross misconduct; insubordination; disobedience; two major or

<sup>17</sup> Fulton denied having any knowledge of the March 13 and 24 incidents prior to the meeting.

<sup>18</sup> Fulton admitted having knowledge that as a result of this incident in which Rhines had approached Carrington and Carpenter that Carrington had mentioned, although not to him, that he was going to prepare a document for other employees and had asked Fulton's secretary to type it.

three minor reprimands within a 1-year period; failure to comply with established safety standards and/or procedures; use of intoxicants or hallucinatory type drugs at work and/or reporting to work in the state of intoxication; theft; absenteeism; and failure to report following an authorized leave-of-absence.

President Fulton denied that Respondent has a prohibition against solicitation in its facilities. Although Foreman Jolliff contends that Respondent maintains a rule against solicitation in the shop, he defined solicitation to mean people selling things and denied any knowledge of anyone having been punished for violating this rule, although he said several were verbally reprimanded.

Two employees, Thomas Franz and Jack Gulick, testified that Respondent frowned on employees being away from their jobs or work areas. However, according to Franz this was only if it was for any lengthy period of time.

### C. Analysis and Conclusions

The General Counsel contends, contrary to Respondent's denial, that Respondent violated Section 8(a)(1) and (3) of the Act by discriminatorily discharging and refusing to reinstate Rhines because of his union or protected concerted activities.

Section 8(a)(1) of the Act prohibits an employer from interfering with, restraining, or coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act. Section 8(a)(3) of the Act provides in pertinent part: "It shall be an unfair labor practice for an employer . . . by discrimination in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage membership in any labor organization . . . ."

Discharging an employee because of animosity directed against him by his fellow employees and supervisors because of his union activities violates Section 8(a)(3) and (1) of the Act. See *Sargent Electric Company*, 209 NLRB 630 (1974), *enfd.* 506 F.2d 1051 (3d Cir. 1974). Direct evidence of discriminatory motivation is not necessary to support a finding of discrimination and such intent may be inferred from the record as a whole. *Heath International, Inc.*, 196 NLRB 318 (1972).

The findings *supra*, establish that during the 2-week period immediately prior to his discharge Rhines, consistent with his position openly expressed over previous years, actively solicited the support of other employees to have Johnson replaced as union steward because of his relationship to his uncle, Foreman Jolliff. Two of those employees who were solicited earlier on that same day the decision to discharge Rhines was made, namely, Walter Carrington and Danny Gorham, both of whom supported Johnson as steward, reported Rhines' contacts with them to Foreman Jolliff and Union Steward Johnson that day. Carrington informed Jolliff to keep Rhines out of their department because he wanted to get rid of the union steward who was bothering them and Gorham threatened Jolliff with taking the employees out on a wildcat strike in support of Johnson or if Rhines became union steward.

Union Steward Johnson, after being informed of Rhines' actions by Carrington and Gorham and several

other employees, reacted by having the Respondent at his request conduct a meeting held that same day and attended by representatives of both the Union and Respondent, including Foreman Jolliff, at which Carrington and Gorham related their conversations with Rhines. Further, after Johnson informed those present if Respondent wanted his job or if the Union needed his steward's position it was fine with him, he gave them an ultimatum that he would no longer tolerate Rhines' threats. Thereafter, this matter and the prior incidents occurring on March 13 and 24 as well were reported to President Fulton who made the decision that day to discharge Rhines based on recommendations including those of Foreman Jolliff, Union Steward Johnson, and Business Agents Miller and Leroy, who appointed the stewards.

Such evidence clearly shows that Rhines evoked the animosity of certain of his fellow employees and union members, including Union Steward Johnson as well as Foreman Jolliff, by his attempts to have Johnson ousted as union steward because of his relationship to Foreman Jolliff and this resulted in threatened strike action by Gorham who opposed Rhines' actions. To seek changes, as here, in the union representation of employees in the bargaining unit is a right protected by the Act and to discharge Rhines for that reason would violate the Act.

The reasons advanced by Respondent for Rhines' discharge were a long history of creating dissension among the employees; disrupting employees during working hours; being away from his work station; and creating an unhealthy environment in the work area. Also included were the March 13 and 24 and April 3 incidents.

Upon examining such reasons in light of the events and circumstances surrounding Rhines' discharge, I do not find them persuasive. Rather, I find these reasons were mere pretexts to conceal the real discriminatory reason for discharging Rhines, an employee with approximately 15 years' of service, which was his union activities. For instance, Respondent did not have a no-solicitation rule prohibiting its employees from conversing with one another. While Rhines admittedly talked to Carrington and Carpenter together while they were working on April 3, Gorham testified that on that same day Carrington came to him on company time and discussed this same issue which he reported to Foreman Jolliff and Controller Hagemann at the meeting held that day leading to Rhines' discharge, without any showing that either Carrington or Gorham was admonished or disciplined for such similar conduct. Moreover, Union Steward Johnson stated that on that same day after lunch while he was at his work station Gorham came to him and discussed this same issue.

Insofar as the March incidents are concerned no warning was issued to Rhines concerning the first incident and on the latter occasion only a verbal warning was given. Further, any dissension and disruption of employees occurring on April 3 appears attributable to the hostile reaction of those employees who supported the incumbent Union Steward Johnson rather than to any misconduct on the part of Rhines who was merely exercising his legitimate union rights on that occasion. Thus, I reject Respondent's defenses.

Based upon the foregoing evidence and having rejected Respondent's defenses as being pretextual, I find that Respondent violated Section 8(a)(3) and (1) of the Act by discriminatorily discharging Rhines effective April 3, 1980, and thereafter refusing to reinstate him for engaging in union activities which had evoked animosity directed against him by his fellow employees and union members, including Union Steward Johnson as well as Respondent Foreman Joliff.

#### IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

The activities of Respondent set forth in section III, above, found to constitute unfair labor practices occurring in connection with the operations of Respondent described in section I, above, have a close, intimate, and substantial relationship to trade, traffic, and commerce among the several States and tend to lead to labor disputes burdening and obstructing commerce and the free flow thereof.

#### CONCLUSIONS OF LAW

1. General Indicator Corporation, REDCO Division, is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

2. International Brotherhood of Electrical Workers, AFL-CIO, Local 34, is a labor organization within the meaning of Section 2(5) of the Act.

3. By discriminatorily discharging Bobby Rhines effective April 3, 1980, and thereafter refusing to reinstate him because of his union activities, Respondent has engaged in unfair labor practices in violation of Section 8(a)(3) and (1) of the Act.

4. The aforesaid unfair labor practices affect commerce within the meaning of Section 2(6) and (7) of the Act.

#### THE REMEDY

Having found that Respondent has engaged in unfair labor practices within the meaning of Section 8(a)(3) and (1) of the Act, I shall recommend that it cease and desist therefrom and take certain affirmative action to effectuate the policies of the Act.

Accordingly, Respondent shall be ordered to offer immediate and full reinstatement to Bobby Rhines to his former job or, if that job no longer exists, then to a substantially equivalent job, without prejudice to his seniority and other rights and privileges and to make him whole for any loss of earnings and other compensation he may have suffered as a result of the discrimination against him in his employment herein found by discriminatorily discharging him effective April 3, 1980, and thereafter refusing to reinstate him. Backpay shall be computed in the manner prescribed by the Board in *F. W. Woolworth Company*, 90 NLRB 289 (1950), with interest as prescribed in *Florida Steel Corporation*, 231 NLRB 651 (1977).<sup>19</sup>

Upon the foregoing findings of fact, conclusions of law, and the entire record and pursuant to Section 10(c) of the Act, I hereby issue the following recommended:

<sup>19</sup> See, generally, *Isis Plumbing & Heating Co.*, 138 NLRB 716 (1962).

#### ORDER<sup>20</sup>

The Respondent, General Indicator Corporation, REDCO Division, Peoria, Illinois, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Discouraging activities in the International Brotherhood of Electrical Workers, AFL-CIO, Local 34, or any other labor organization, by discharging, refusing to reinstate, or in any other manner discriminating against employees in regard to their hire or tenure of employment or any term or condition of employment.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed in Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act:

(a) Offer immediate and full reinstatement to Bobby Rhines to his former job or, if that job no longer exists, then to a substantially equivalent job, without prejudice to his seniority and other rights and privileges and make him whole for any loss of pay and other compensation he may have suffered by reason of the discrimination against him herein found by discriminatorily discharging him effective April 3, 1980, and thereafter refusing to reinstate him, in the manner set forth in that section of this Decision entitled "The Remedy."

(b) Preserve and, upon request, make available to the Board or its agents, for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of backpay due under the terms of this Order.

(c) Post at its Peoria, Illinois, facility copies of the attached notice marked "Appendix."<sup>21</sup> Copies of said notice, on forms provided by the Regional Director for Region 33, after being duly signed by Respondent's authorized representative, shall be posted immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to insure that said notices are not altered, defaced, or covered by any other material.

(d) Notify the Regional Director for Region 33, in writing, within 20 days from the date of this Order, what steps Respondent has taken to comply herewith.

IT IS FURTHER ORDERED that the the complaint be, and it hereby is, dismissed insofar as it alleges unfair labor practices not specifically found herein.

<sup>20</sup> In the event no exceptions are filed as provided by Sec. 102.46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, and recommended Order herein shall, as provided in Sec. 102.48 of the Rules and Regulations, be adopted by the Board and become its findings, conclusions, and Order, and all objections thereto shall be deemed waived for all purposes.

<sup>21</sup> In the event that this Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

## APPENDIX

NOTICE TO EMPLOYEES  
POSTED BY ORDER OF THE  
NATIONAL LABOR RELATIONS BOARD  
An Agency of the United States Government

WE WILL NOT discourage activities in the International Brotherhood of Electrical Workers, AFL-CIO, Local 34, or any other labor organization, by discharging, refusing to reinstate, or in any other manner discriminating against employees in regard to their hire or tenure of employment or any other term or condition of employment.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce our employees in the exercise of the rights guaranteed in Section 7 of the Act.

WE WILL offer immediate and full reinstatement to Bobby Rhines to his former job or, if that job no longer exists, then to a substantially equivalent job, without prejudice to his seniority and other rights and privileges, and WE WILL make him whole for any loss of pay and other compensation he may have suffered by reason of our discrimination against him, with interest.

GENERAL INDICATOR CORPORATION,  
REDCO DIVISION